

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DONNA F. CALVERT, et al. : CIVIL ACTION
v. :
GENERAL ACCIDENT INSURANCE COMPANY : NO. 99-3599

MEMORANDUM AND ORDER

HUTTON, J.

February 1, 2000

Presently before the Court are Plaintiff's Petition for Approval of a Settlement Agreement and Mutual general Release Involving Interests of Minors (the "Petition")(Docket No. 9) and the parties' Petition that the Petition for Approval of a Settlement Agreement and Mutual general Release Involving Interests of Minors be filed under seal. For the foregoing reasons Plaintiff's Petition is denied with leave to renew and the parties' joint petition is denied with leave to renew.

I. BACKGROUND

A. The Parties

Plaintiff Donna Calvert, individually and as guardian of her three minor children (Frank (age 14), Kelly (age 16), and Natalie (age 10)) (collectively, the "Calverts"), petitions the Court for an Order approving the Settlement Agreement and Mutual General Release ("Settlement Agreement") among the Calverts, Keystone Foods Corporation ("Keystone"), and General Accident Insurance Company,

Inc. and Pennsylvania General Insurance Company (collectively, "GA").

B. The Accident that Caused the Death of Mr. Calvert

This case arises from an auto accident on July 26, 1993, in which Stephen Calvert (Mr. Calvert) was killed. Mr. Calvert died when a deer, struck by another vehicle, crashed through the windshield of his vehicle. Mr. Calvert was the spouse of Donna Calvert and father of Frank, Kelly, and Natalie. At the time of his death, he was the President of Keystone. On the date of the accident, two GA auto insurance policies were in effect: (1) one which covered the Keystone-owned vehicle driven by Mr. Calvert at the time of his death and provided \$2,000,000.00 of underinsured motorist ("UIM") coverage (the "Keystone Policy"); and (2) a policy which covered Mr. Calvert's personal vehicle with \$500,000.00 of UIM coverage (the "Calvert Policy").

C. The Multiple Lawsuits Filed in State Court and Federal Court and the Attempts at Arbitration

The Calverts filed actions against the driver of the vehicle that hit the deer which killed Mr. Calvert, Zimmer, and the owner of the property, Hawkins, from which the deer came. Because Mr. Calvert was a highly compensated executive and the Zimmer policy limit was only \$500,000.00, the Calverts also made a claim (Action No. 1) against GA for intrapolicy and interpolicy stacked UIM benefits. The Calverts' Wrongful Death and Survival actions

against Zimmer (Action No. 2) and their Wrongful Death action against Hawkins (Action No. 3) settled for \$400,000.00. The United States District Court approved the settlements.

GA refused to provide UIM benefits on the ground that Zimmer did not negligently operate the vehicle involved in the accident that caused Mr. Calvert's death. The Calverts then requested arbitration, which GA also refused. GA then filed a declaratory judgment action in the Eastern District of Pennsylvania seeking, inter alia, a declaration that neither the Keystone Policy nor the Calvert Policy provides UIM coverage. The Calverts responded with motions to dismiss and compel. Ultimately, the actions were withdrawn when GA agreed to arbitration (Arbitration No. 1).

From March 1997 until July 1999, GA asserted that the Calverts were not entitled to UIM benefits because (a) Zimmer was not negligent, (b) there was no UIM coverage, and (c) the Keystone Policy was not intended to provide stacked UIM coverage. GA generally sought to void the proceeding entirely. The arbitration proceedings were lengthy and contentious and produced over 1,800 pages of testimony and argument, twenty witnesses, six of which were experts, over 100 exhibits, a visit to the accident site, and seven depositions with more than 800 pages of testimony. The Calverts learned during discovery that the arbitration provision of the insurance contract provided to them by GA was not in effect at

the time of the accident. As a result, issues arose as to the arbitration panel's jurisdiction over the Keystone Policy.

In January 1998, after extensive briefing, argument, testimony, and discovery, the arbitration panel issued an interim opinion in which it concluded that Zimmer, the underinsured motorist, caused the accident which resulted in Mr. Calvert's death. The arbitration panel also held that it did not have jurisdiction over the matter because there was no arbitration provision in the Keystone Policy that was in effect when Mr. Calvert died.

In June 1998, after the Calverts requested and were granted a rehearing, and after additional briefing, the arbitration panel issued a second interim order declining to issue a final award as to Zimmer's negligence or to make a finding as to the amount of the Calverts' damages. The Court also directed the parties to first seek a court determination of their rights under the Keystone Policy and then return for a final award determination.

Thereafter, the Calverts initiated an equity action (Action No. 4) in state court to compel completion of the arbitration as required by the Calvert Policy. The court issued a special injunction in July 1998 which stayed the arbitration panel's June 1998 Order. On that same day GA appealed to the state's appellate court and requested a stay of the special injunction.

Five days later, GA withdrew its appeal and petition for stay but filed a second declaratory judgment action in the United States District Court (Action No. 5). GA sought a declaration that it was not required to pay UIM benefits to the Calverts and that the Keystone Policy did not provide stacked UIM coverage. In February 1999, the late Judge Gawthrop, after briefing and argument, granted the Calverts' motion to dismiss. GA appealed to the Third Circuit. That appeal is pending.

In July 1998, the Calverts and Keystone brought an action (Action No. 6) in the Court of Common Pleas alleging bad faith, fraud, conspiracy, and negligent misrepresentation by GA and the Sigel Insurance Group ("Sigel"), GA's agent. GA filed preliminary objections which were dismissed. GA then answered the Calverts' and Keystone's Complaint and asserted counterclaims which sought damages from the Calverts. That action has presented multiple discovery disputes and is still pending.

In March 1999, after briefing and arguments, the trial court in Action No. 4 denied GA's preliminary objections and ordered GA to submit, and the arbitration panel to decide, the liability and damages issues under the Calvert policy. The arbitration panel failed to comply with the court's Order. Thereafter, in May 1999, the Calverts petitioned the court which heard Action No. 4 to enforce its Order. In June 1999, the court ordered the chairperson

of the arbitration panel to deliver a decision on liability and damage to the court and the parties within fourteen days.

Three days later, on June 4, 1999 GA petitioned the state appellate court for an emergency injunction to stay both Action No. 4 and Action No. 6 (Action No. 7). On June 11, 1999, the court granted an Order which temporarily granted GA's motion. Both actions were stayed in their entirety for thirty days. About one month later, In July 1999, the court revoked its temporary stay order and denied GA's application. The court took this action, however, only after briefing by the parties.

Later in July 1999, more than two years after the arbitration began, the arbitration panel issued an award upon finding that Zimmer, the underinsured motorist, negligently caused the accident that killed Mr. Calvert. The arbitration panel awarded the Calverts \$11,000,000.00. GA also appealed five of the trial court's holdings in Action No. 4. GA's appeal was quashed in its entirety, after briefing.

The Calverts then filed the instant action (Action No. 8), seeking confirmation, a declaration that the Keystone Policy provides stacked UIM coverage, damages for delay pursuant to Rule 238 of the Pennsylvania Rules of Civil Procedure, interest, the costs of the instant action, and such other relief as the Court deems just and proper.

D. The Settlement Agreement

The Calverts and Keystone now agree to settle all actions and claims between them by vacation of the Arbitration award, exchange of general releases, and GA's cash and deferred payments to the Calverts. GA also agrees to pay the legal fees and costs of the Calverts. (See Petition, Ex. A). The payment of the Calverts' counsel fees and expenses will be made from GA funds and will not be drawn from the proceeds of the Calverts' settlement. GA opted to assign its deferred payment obligations and will purchase annuities.

With regard to the minors that are parties to the instant lawsuit, the Settlement Agreement and Mutual General Release provides that each minor's share of the immediate cash payments and education fund will be held in a separate trust pursuant to the Agreement of Trust which previously received court approval when the Zimmer and Hawkins actions were settled. Except for additional rights granted to each child at age 21, each trust is for the exclusive benefit of the minor for which it was established and generally follows the terms of the trusts Mr. Calvert created for each of his minor children. With regard to the distribution of the instant proposed settlement, neither the Department of Public Welfare nor any other public entity has a claim or lien against the Calverts for medical bills, workers' compensation, or welfare

benefits. Finally, the proposed Settlement contains a confidentiality clause. (See Petition, Ex. A at ¶ 11).

E. The Contingent Fee Arrangement

The Contingent Fee Arrangement between the Calverts and their Counsel provides for a fee of 30% of the gross settlement, plus reimbursement of expenses. (See Petition, Ex. F). Pursuant to that agreement, counsel paid all expenses of all litigation and worked on a contingent-fee basis from the time of Mr. Calvert's death in July 1993 to date. The Contingent Fee Arrangement also provides for an increase of the 30% fee if the litigation involved appeals. Notwithstanding the seven state court appeals and the two federal court appeals, counsel does not request an increased fee.

F. Petition for Minors' Compromise

As the minor Calverts' interests are at stake in the parties' proposed Settlement Agreement and Mutual General Release, pursuant to Pennsylvania Rule of Civil Procedure 2039, the parties' settlement is contingent on approval of the Court.¹ Accordingly,

¹ Rule 2039, Compromise, Settlement, Discontinuance and Distribution, states in pertinent part as follows:

No action to which a minor is a party shall be compromised, settled, or discontinued except after approval by the court pursuant to a petition presented by the guardian of the minor . . . [w]hen a compromise or settlement has been approved by the court . . . upon petition by the guardian or any party to the action, shall make an order approving or disapproving any agreement entered into by the guardian for the payment of counsel fees and other expenses out of the fund created by the compromise, settlement, or judgment; or the court may make such order as it deems proper fixing counsel fees and another proper expenses . . .

Pa. R. Civ. P. 2039.

Mrs. Calvert submitted for the Court's approval a Petition for Approval of a Settlement Agreement and Mutual General Release Involving Interests of Minors. The Petition sets forth the lengthy and contentious procedural history of the instant matter, the terms of the parties proposed Settlement Agreement and Mutual General Release, the structure of the proposed settlement, the manner in which GA will distribute payments to the minors, and the nature of the Calverts' contingent fee arrangement with their counsel. Mrs. Calvert also states that she "believes that the proposed settlement is fair, equitable and reasonable to her and her children." (Petition for Approval of a Settlement Agreement and Mutual General Release Involving Interests of Minors at ¶ 33). Mrs. Calvert also makes the following statements in support of the instant Petition: (1) the settlement constitutes fair and reasonable compensation for the damages; (2) the settlement provides ample long-term financial security for the minor children, including increases to counter inflation; (3) there is no certainty that such damages will be awarded at trial and sustained on appeal and the settlement eliminates the usual risks attending litigation and appeal; (4) the settlement of this already protracted multi-forum litigation avoids the prospect of continued emotionally draining litigation and further delay of compensation to the minor children; and (5) counsel's compensation pursuant to the Contingent Fee Arrangement is reasonable for the Philadelphia Court of Common Pleas Local

Civil Rule 2039.1(F) presumes that a fee of 33.3% of the net fund recovered is reasonable and that counsel does not request an increased fee because of the multiple appeals taken in the instant matter.

Keystone and the minors' trustee, Herbert Lotman, also state that they believe the proposed settlement to be fair, equitable and reasonable. (Petition for Approval of a Settlement Agreement and Mutual General Release Involving Interests of Minors at ¶ 34).

G. Stipulation and Confidentiality Order

The parties agree and stipulate that the Petition for Minors' Compromise shall be filed under seal upon approval of the Court. Therefore, the parties request that the Court determine whether the Petition should be filed under seal. The parties set forth the following as support for the Petition to be filed under seal: (1) the settlement requires GA to pay a substantial sum of money to the Calverts and such information must be disclosed in the Petition; (2) the disclosure of the terms and conditions of settlement will be detrimental to the minors' interests and will subject them to embarrassment, unwanted publicity, and/or harassment; (3) GA believes that the disclosure of the terms and conditions of settlement will result in the dissemination of confidential and proprietary information; (4) the parties are private individuals and entities and the parties therefore believe that no public interest is effected by requiring the Petition to be filed under

seal; (5) no information contained in the Petition is important to public health and safety; and (6) the public's interest in the disclosure of the information contained in the Petition is minimal and clearly outweighed by the private interests favoring sealing the Petition. (See Stip. at ¶¶ 5-11).

II. DISCUSSION

There are three legal issue before the Court: (1) whether the Petition is sufficient such that the Court may approve it pursuant to Rule 2039; (2) whether the fees and expenses requested by the Calverts' counsel are reasonable; and (3) whether the Petition should be filed under seal as requested by the parties. Each issue is considered below.

A. The Sufficiency of the Petition for Minors' Compromise

In evaluating the sufficiency of the Petition, the Court must apply Pennsylvania Rule of Civil Procedure 2039(a).² Although Rule 2039 is "procedural," it is binding on this Court, which has diversity jurisdiction over the instant matter, because it impacts the substantive rights of the parties. See Erie R.R. v. Tompkins, 304 U.S. 64, 58 S. Ct. 817 (1938).

² On July 1, 1999, the Eastern District of Pennsylvania Rule of Civil Procedure 41.2 became effective. Rule 41.2(a), Minors, Incapacitated Persons, and Decedents' Estates, states as follows: "[n]o claim of a minor . . . in which a minor . . . has an interest shall be compromised, settled, or dismissed unless approved by the court." E.D. Pa. R. Civ. P. 41.2(a). While the Court is unable to find any law which interprets or applies Rule 41.2(a), this is inapposite because the Court is vested with diversity jurisdiction in this matter and therefore must apply Rule 2039(a).

Rule 2039(a) provides that "[n]o action to which a minor is a party shall be compromised, settled, or discontinued except after approval by the court pursuant to a petition presented by the guardian of the minor." Pa. R. Civ. P. 2039(a). Rule 2039 was promulgated to protect the interests of minors during all phases of the litigation process. See Cross v. National R.R. Passenger Corp., No. CIV.A. 98-5624, 1999 WL 554953, at *2 (E.D. Pa. June 14, 1999). Under Rule 2039(a), the court is charged with protecting the best interests of minors. See Cross, 1999 WL 554953, at *2. Accordingly, Rule 2039 empowers courts to supervise settlements to ensure that they are fair to minors and that the minors receive the benefit of the money awarded. See Cross, 1999 WL 554953, at *2. The court must be prepared to substitute its judgment for that of the minors, the minors' counsel, and the minors' guardian. See Cross, 1999 WL 554953, at *2; Abegunde v. National Car Rental Sys., Inc., No. CIV.A. 93-6105, 1994 WL 470322, at * 1 (E.D. Pa. Aug 31, 1994). Nevertheless, "the parties and counsel are usually in the best position to evaluate the settlement and their judgments are entitled to considerable weight." Chambers v. Hiller, No. CIV.A. 88-3128, 1988 WL 130679, at *2 (E.D. Pa. Dec. 2, 1988) (citations omitted).

The petition must provide the court with sufficient information on which to base its determination. See Collier v. Officer, No. CIV.A. 98-3261, 1998 WL 666036, at *1 (E.D. Pa. Sept.

24, 1998). To assure that the minors' best interests are protected, the petition should include all relevant facts and the reasons why the minors' guardian believe the settlement is desirable and why it is in the minors' best interest to settle the action. See Collier, 1998 WL 666036, at *1 (citation omitted). "Relevant facts" include evidence of the need for future medical care and future expenses, description of the minor's physical and mental condition, and evidence of the extent and duration of the injuries. While no evidence of the minors' need for future medical care is proffered, the Court is uncertain whether the minors suffered non-physical injuries as a result of the accident that is at the core of the parties' controversy. Additionally, the record does not contain discussion of the minors' possible future mental health needs. Therefore, a statement regarding each minor's current physical and mental health and projected need, if any, for medical care is necessary as the Court will then have a fuller understanding of the sufficiency and adequacy of the instant Petition.

The Court must also independently evaluate the parties' proposed settlement. See Collier, 1998 WL 666036, at *1. That is, the Court must independently determine whether the settlement amount represents a fair value for the lawsuit. See Collier, 1998 WL 666036, at *1. As a preliminary matter, it is difficult to analyze with specificity whether the amount of money guaranteed the

Calverts in the proposed settlement represents a fair value for damages they suffered. Nevertheless, as sophisticated parties negotiated the instant settlement, the Court presumes the parties and counsel are in the best position to evaluate the settlement and thereby affords their judgments considerable weight. See Chambers v. Hiller, No. CIV.A. 88-3128, 1988 WL 130679, at *2 (E.D. Pa. Dec. 2, 1988) (citations omitted).

The Court must also independently review the distribution of the proposed settlement. See Collier, 1998 WL 666036, at *1. Upon review of the distribution of the proposed fund to the minor plaintiffs, which is set forth in detail at Exhibit E of the Petition, the Court concludes that the distribution serves the best interests of the minor plaintiffs. Pursuant to the settlement, money will be placed in trust for each minor for his or her education, monthly payments will be made to each minor, and other lump sum payments will be made periodically.

As previously stated, the Court remains uncertain as to the current and future health of the minor plaintiffs. Accordingly, as the Petition does not discuss these relevant facts, the Court requires Mrs. Calvert to submit an Amended Petition which addresses the current mental and physical health of her minor children and each minor's future need for medical care. Doing so will allow the Court to better assess the sufficiency of the Petition and

therefore ensure that the best interests of the minors are served. Plaintiff's Petition is denied with leave to renew.

**B. Whether the Fees and Expenses of the Calverts' Counsel
Are Reasonable**

Rule 2039(b) states in pertinent part as follows:

[w]hen a compromise or settlement has been approved by the court . . . upon petition by the guardian or any party to the action, shall make an order approving or disapproving any agreement entered into by the guardian for the payment of counsel fees and other expenses out of the fund created by the compromise, settlement, or judgment; or the court may make such order as it deems proper fixing counsel fees and another proper expenses . . .

Pa. R. Civ. P. 2039(b)(emphasis added).³ In the instant matter, GA agrees to pay the Calverts' counsel's fees and expenses separately from the amount it agrees to pay to settle the instant action and other pending lawsuits. That is, GA's payment of the Calverts' attorneys' fees does not directly impact the parties' proposed settlement fund.

Under Pennsylvania law, when a trial judge determines the amount of reasonable attorneys' fees in case which involves the interests of minors, the judge is not bound to all of the terms of a contingency fee arrangement. See Sosenke v. Norwood, CIV.A. No.

³ Although Rule 2039(b) is "procedural," it is binding on this Court, which has diversity jurisdiction over the instant matter, because it impacts the substantive rights of the parties. See Erie R.R. v. Tompkins, 304 U.S. 64, 58 S. Ct. 817 (1938). It is important to note that the parallel Eastern District of Pennsylvania Rule of Civil Procedure is more restrictive than Pennsylvania's rule in that the court may only review the fee to be paid to counsel where such fee is paid "out of [a] fund obtained for a minor . . . as a result of a . . . settlement" E.D. Pa. R. Civ. P. 41.2(c).

91-2623, 1993 WL 512824, at *3 (E.D. Pa. Dec. 6, 1993). However, in accord with the only case which interprets Rule 2039(b) in a circumstance where attorneys' fees and costs were to be paid with moneys not drawn from the fund established for the benefit of a minor or minors, the Court has discretion only where attorneys' fees are to be paid out of the settlement fund. See Robinson v. SEPTA, 615 A.2d 880, 882 (Pa. Commw. Ct. 1992); see also Standard Pa. Prac. 2d § 117:70 (stating that Rule 2039(b) "by its terms, applies only to counsel fees and expenses payable out of the proceeds of a minor's compromise."),

In Robinson, plaintiffs Felicia Robinson and Brenda Robinson were injured while traveling on a bus operated by SEPTA. Id. at 881. Brenda Robinson, a minor, is the child of Felicia Robinson. Id. Felicia Robinson brought suit against SEPTA on behalf of herself and her minor child. Id. Eventually, the parties settled the Robinsons' claims and Felicia Robinson filed a Petition for Minor's Compromise. Id. The court entered an Order approving the petition. Following procedural maneuvering that arose from SEPTA's failure to make timely payment to the Robinsons in violation of Philadelphia Civil Rule 229.1, Plaintiff's petitioned the court for, inter alia, attorneys' fees and costs. Id. at 882. Their petition was denied. On appeal, the Robinsons claimed that the lower court abused its discretion in refusing to impose attorneys' fees and argued, inter alia, that the court's reliance on Rule 2039

in denying fees was misplaced. Id.

The appellate court overturned the lower court's decision to deny attorneys' fees. Id. The appellate court reasoned that the Robinsons' request for fees was made pursuant to Philadelphia Civil Rule 229.1 and therefore should have been awarded pursuant to that rule. The Court also reasoned that Rule 2039 "by its terms, applies only to counsel fees and expenses payable out of the proceeds of a minor's compromise." Id. The court further reasoned that the "attorneys fees, had they been imposed, would have been paid by SEPTA . . . for its failure to deliver the settlement funds. Because no counsel fees or expenses would have been payable out of the proceeds of Felicia Robinson's settlement, [Rule] 2039 provides no authority for the common pleas court to deny the Robinsons' request." Id. The Robinson court upon review of the plain text of Rule 2039, also stated that the trial judge possesses authority to approve, disapprove, or fix counsel fees and expenses only where the fees and expenses are paid out of the proceeds of a minor's compromise. Id.

Similarly, because no counsel fees or expenses will be paid out of the proceeds of the Calverts' settlement, Rule 2039 does not empower the Court to review the parties' agreement whereby GA will pay the Calverts' counsel fees and expenses from funds not drawn from the minors' settlement fund. Accordingly, the Court lacks authority to review the reasonableness of the parties' agreement to

pay the Calverts' attorneys' fees and costs.

**C. Whether the Petition Should be Filed Under Seal as
as Requested by the Parties**

The parameters which govern the Court's consideration of whether certain documents may be filed under seal were delineated by the Third Circuit Court of Appeals in Pansy v. Borough of Stroudsburg, 23 F.3d 772 (3d Cir. 1994). The Pansy court recognized that there are least two means for litigants to maintain confidentiality concerning, inter alia, a settlement agreement: (1) the parties may petition the court to file the settlement agreement under seal; and (2) the parties may agree privately to keep confidential information concerning the settlement agreement. Id. at 788.

In the instant matter, the parties have but one choice--request the Court to file their settlement agreement under seal--as Rule 2039 compels them to submit to the Court for approval their proposed settlement agreement. In light of the foregoing, the Court recognizes that the presumption in this circuit is that there exists a right of public access to judicial proceedings and judicial records. See id.; Littlejohn v. Bic Corp., 851 F.2d 673, 677-78 (3d Cir. 1988) (citation omitted). Nevertheless, while the Court possesses discretion over whether the presumption of public access may be overcome, confidentiality orders cannot be granted capriciously. See Wils v. Phillips, No. CIV.A. 98-5752, 1999 W 1212191, at *1, (E.D. Pa. Dec. 16, 1999).

There are certain threshold requirements for filing a document under seal. Primary is a showing of "good cause." "Good cause is established on a showing that disclosure will work a clearly defined and serious injury to the party seeking closure. The injury must be shown with specificity." Publicker Indus., Inc. v. Cohen, 733 F.2d 1059, 1071 (3d Cir. 1984). "Broad allegations of harm, unsubstantiated by specific examples of articulated reasoning" do not satisfy the "good cause" requirement. Cipollone v. Liggett Group, Inc., 785 F.2d 1108, 1121 (3d Cir. 1986). The party or parties seeking the order bear the burden of justifying the confidentiality of each document sought to be kept under seal. See Pansy, 23 F.3d at 786-87. In determining whether "good cause" exists, the federal courts have adopted a balancing approach, under which the following factors may be considered: (1) whether disclosure will violate any privacy interests; (2) whether the information is being sought for a legitimate purpose or for an improper purpose; (3) whether disclosure of the information will cause a party embarrassment; (4) whether confidentiality is being sought over information important to public health and safety; (5) whether the sharing of information among litigants will promote fairness and efficiency; (6) whether a party benefitting from the order of confidentiality is a public entity or official; and (7) whether the case involves issues important to the public. See Glenmede Trust Co. v. Thompson, 56 F.3d 476, 483 (3d Cir. 1995).

Accordingly, the trial court must balance the factors which favor maintaining confidentiality against the factors which favor public access to determine whether a settlement agreement should be filed under seal.

The Court recognizes that the instant matter concerns private parties to a lawsuit which arguably is of little legitimate public interest and that as such confidentiality may be warranted. See Pansy, 23 F.3d at 788 (stating that "if a case involves private litigants, and concerns matters of little legitimate public interest, [these considerations] should be . . . factor[s] weighing in favor of granting or maintaining an order of confidentiality.") Moreover, the parties stipulate that the Petition should be filed under seal. Nevertheless, the parties fail to establish the requisite good cause that warrants filing under seal the instant Petition. The parties neither demonstrate that disclosure will work a clearly defined and serious injury to their interests nor show with specificity the injury or injuries they will suffer. See Publicker Indus., Inc. v. Cohen, 733 F.2d 1059, 1071 (3d Cir. 1984). The parties presumptuously make broad allegations of harm which are unsubstantiated by specific examples of articulated reasoning. Accordingly, the Court is unable at this juncture to determine whether filing the instant petition under seal outweighs the public's interest in access to the parties' settlement agreement. As such, the parties' Petition hat the

Petition for Approval of a Settlement Agreement and Mutual General Release Involving Interests of Minors be filed under seal is denied with leave to renew.

An appropriate Order follows.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DONNA F. CALVERT, et al. : CIVIL ACTION
:
v. :
:
:
GENERAL ACCIDENT INSURANCE COMPANY : NO. 99-3599

O R D E R

AND NOW, this 1st day of February, 2000, upon consideration of Plaintiff's Petition for Approval of a Settlement Agreement and Mutual General Release Involving Interests of Minors (Docket No. 9) and the parties' Petition that the Petition for Approval of a Settlement Agreement and Mutual General Release Involving Interests of Minors be filed under seal, IT IS HEREBY ORDERED that:

(1) Plaintiff's Petition for Approval of a Settlement Agreement and Mutual General Release Involving Interests of Minors is **DENIED with leave to renew**;⁴ and

⁴ The Court must consider the current and future physical and mental health of the concerned minors before it can rule that the instant Petition is sufficient under Pennsylvania law. The instant petition does not discuss the minors' current and future physical and mental health. Accordingly, Plaintiff Mrs. Calvert's petition is denied with leave to renew

(2) the parties' that the Petition for Approval of a Settlement Agreement and Mutual General Release Involving Interests of Minors be filed under seal is **DENIED with leave to renew.**⁵

BY THE COURT:

HERBERT J. HUTTON, J.

⁵ The parties fail to establish the requisite good cause that warrants filing under seal the instant Petition. The parties neither demonstrate that disclosure will work a clearly defined and serious injury to their interests nor show with specificity the injury or injuries they will suffer. See Publicker Indus., Inc. v. Cohen, 733 F.2d 1059, 1071 (3d Cir. 1984). The parties presumptuously make broad allegations of harm which are unsubstantiated by specific examples of articulated reasoning. Accordingly, as the Court is unable at this juncture to determine whether filing the instant petition under seal outweighs the public's interest in access to the parties' settlement agreement, the parties' Petition is denied with leave to renew.